



# Jeff Sessions

UNITED STATES SENATOR • ALABAMA

# FAX

TO:

*Congressional Liaison*

OFFICE:

*CRP*

FAX NO:

(b) (6), (b) (7)(C)

FROM:

(b) (6), (b) (7)(C)

PHONE:

(b) (6), (b) (7)(C)

DATE:

*6-10-14*

PAGES (including this cover sheet):

*9*

NOTE:

*Additional information regarding  
our inquiry of 6-9-14 for Steven Welch.*

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Chapter 168  
US Customs & Border Protection  
150 North Royal Street, Suite 3004  
Mobile, AL 36602-3923

June 9, 2014

The Honorable Jeff Sessions  
United States Senate  
Washington, DC 20510

Dear Senator Sessions:

I am writing to thank you for your recent support of our member, Mr. (b) (6), (b) (7)(C) during his challenging time. Although Mr. (b) (6), (b) (7)(C) request for a hardship reassignment meets the criteria<sup>1</sup> identified in the National Collective Bargaining Agreement (NCBA) between U.S. Customs and Border Protection (CBP) and the National Treasury Employee's Union (NTEU), it is shocking that CBP rejected Mr. (b) (6), (b) (7)(C) request. Further, CBP's Director of Field Operations in Laredo, Texas denied Mr. (b) (6), (b) (7)(C) request to extend his sixty-day TDY in Mobile and ordered him to report for duty in Brownsville, TX on June 15, 2014.

Given the circumstances of his situation and understanding he met the NCBA requirements, Mr. (b) (6), (b) (7)(C) fully expected his hardship reassignment to be approved by CBP. Therefore, he did not renew the lease of his house in Brownsville and subsequently moved his family back to his hometown of Mobile, Alabama to provide care for his terminally ill sister. Neither Mr. (b) (6), (b) (7)(C) nor NTEU expected the denial of a simple TDY extension request. In the next couple days, Mr. (b) (6), (b) (7)(C) will be forced to choose between resigning from federal service to continue caring for his sister or abandon her to keep his job with CBP in Brownsville.

On May 30, 2014 we pled this case to our Deputy Commissioner, Mr. Kevin McAleenan. Unfortunately, we have gotten no formal response and our time is extremely limited due to CBP's denial of Mr. Welch's request to extend his TDY in Mobile. We appreciate your continued support on this time sensitive matter.

<sup>1</sup> NCBA Article 39, Section B



Representing CBP Employees in Alabama, Arkansas, Louisiana, Mississippi, and Tennessee

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As an official of the National Treasury Employees Union, I represent the CBP employees in your state and look forward to any support you may provide.

Sincerely,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Chapter Vice President

Attachments



*Representing CBP Employees in Alabama, Arkansas, Louisiana, Mississippi, and Tennessee*

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# NATIONAL COLLECTIVE BARGAINING AGREEMENT

*between*



U.S. Customs and  
Border Protection

and

# NTEU

The National Treasury Employees Union

## May 11, 2011

Revised October 2013

*Vigilance*



*Service*



*Integrity*

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- (4) If the employees meet the qualifications requirements of the position at their respective gaining duty stations, absent just cause, the requests will be granted. When evaluating exchange requests for an exchange between up to three (3) CBP Officers or up to three (3) Agriculture Specialists assigned to core functions of their respective Ports and the core functions are in different operating environments (e.g., land border port vs. airport vs. seaport), the Employer has elected to provide the employees the necessary training (as determined by management) for the employee to perform the core function prior to or following the exchange. As an exception, the Employer may deny the exchange request when an employee lacks skill and/or training and the granting of the exchange would hinder port operations.
- (5) Nothing in this subsection will prevent the Employer, at its discretion, to grant a position exchange where any of the requesting employees do not fully meet the qualifications and training requirements of the position(s) at the gaining duty station(s).
- (6) Effective dates for exchanges involving either two or three employees will be the same.
- (7) If one employee involved in a two person or three-way exchange withdraws from the arrangement, the entire request will be considered void.
- (8) Exchanges granted under this Subsection are not grievable, either by the employees involved or not involved in the exchange, or the Union.
- (9) The Union agrees not to arbitrate situations when one or more employee(s) withdraws from a request for a two-person or three-way exchange request, thereby nullifying the request of the other one or two employees.

#### E. Hardship Reassignments.

- (1) The following procedures have been established so that employees experiencing hardships may be provided consideration for reassignment at other duty stations in an expedited manner and with greater priority than most other reassignment requests. As a result, hardship circumstances have been defined to exist in narrow circumstances.
- (2) Only hardships impacting the employee or the employee's immediate family will be considered under this Subsection. Immediate family include the

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employee's spouse, parent (or legal guardians), sibling and/or children. "Step" relationships are included in the definition of immediate family.

- (3) Employees covered by this Subsection include all full-time permanent employees covered by this Agreement (notwithstanding Section 2.A.), provided the circumstances leading to the hardship occurred after the employee accepted employment at the current duty station.
- (4) Qualified hardships include when an employee (or immediate family member) experiences:
- (a) A medical condition:
    - 1. That is serious in nature, and
    - 2. The condition is not treatable in the employee's current duty station (e.g., a severe condition which might be alleviated by relocation to another geographic area would not be considered a significant hardship unless the condition cannot be alleviated or controlled by recognized medical treatment in the employee's current duty station);
  - (b) A condition requiring special educational facilities where there are no equivalent facilities in the employee's current duty station; or
  - (c) Separation of an employee from his or her spouse when:
    - 1. The spouse is employed by the Employer at the time of the circumstances leading to the separation;
    - 2. The separation is a direct result of the employee's involuntary permanent assignment to a duty station outside the employee's current commuting area; and
    - 3. The separation did not exist prior to the employee's acceptance of employment at his or her current duty station.
- (5) To be considered, an employee hardship reassignment request must contain verifiable documentation concerning the circumstances (including medical documentation if applicable) that give rise to the hardship. The Employer may request additional documentation if deemed necessary.

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- (6) Prior to requesting a hardship reassignment, employees should seek to develop alternatives to relocation if applicable (e.g., securing assistance from the Employee Assistance Program, local and state social services, other counseling services, etc.). Alternatives to reassignment for accommodating hardships include Voluntary Reassignments (Subsection C), Position Exchanges (Subsection D), and applying to vacancy announcements for positions of equivalent grade.
- (7) All hardship requests will be filed with the requested Field or Division Office (or equivalent) with a copy provided to the current Field or Division Office (or equivalent). Employees will notify current and requested duty stations in the event they wish to withdraw their requests.
- (8) Requests for a hardship reassignment within the geographic area of the same Field or Division Office (or equivalent) will be processed by that Office.
- (9) Requests for a hardship reassignment between two Field or Division Offices (or equivalent) will be evaluated and decided by the requested (potential gaining) Office.
- (10) The deciding official shall review and provide the employee a written response to the request within forty-five (45) calendar days of receiving the request or supplemental information requested from the employee, whichever occurs later. The written response will indicate whether the request has been granted, and if denied, the reasons for the denial.

### **Section 3. Management Directed Reassignments.**

- A. The Employer retains the right to identify and direct the reassignment of any employee to any position of equivalent grade based on the needs of the Agency, including but not limited to workload fluctuations, new programs, new locations and/or the need to realign existing resources. This Section describes the procedures by which such reassignments will be made.
- B. The procedures contained in this Section will apply to management directed reassignments, including but not limited to:
  - (1) The reassignment of bargaining unit employees from unit to non-unit positions and;

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## PETITION

We, the employees of U.S. Customs and Border Protection (CBP), petition CBP to approve the hardship reassignment requested by Officer (b) (6), (b) (7)(C) thus allowing him to care for his terminally ill sister.

There is sufficient evidence proving Officer (b) (6), (b) (7)(C) meets the criteria designated in Article 39, Section E of the National Collective Bargaining Agreement between CBP and the National Treasury Employees Union. The previous denial is inhumane at the least. This situation is an example of how CBP continues to compound its employee morale and satisfaction crisis and further decline (-6%) in the latest Federal Employee Viewpoint Survey.

I demand that CBP recommit to providing work-life benefits to employees; and as a symbol of that commitment, approve Officer Welch's request.

NAME

(b) (6), (b) (7)(C)

NAME

(b) (6), (b) (7)(C)

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There is sufficient evidence proving Officer Welch meets the criteria designated in Article 39, Section E of the National Collective Bargaining Agreement between CBP and the National Treasury Employees Union. The previous denial is inhumane at the least. This situation is an example of how CBP continues to compound its employee morale and satisfaction crisis and further decline (-6%) in the latest Federal Employee Viewpoint Survey.

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